

Grant Framework agreement meeting IOD 29 July GT< MJ< IP< PH< PB< DM

Went through 22/7 Draft page by page.

General impressions – unacceptable in current form. Cannot be released to anyone in current form and may be not even when tidied up. POL want too much control in the affairs of NFSP, OTT on planning and reporting and reviewing with POL having a right of suspending or ending payment at every stage.

Annual payment is meant for day to day running of Fed, equivalent to subscription income. Has to be treated differently from specific project grant payments. Should be paid on basis of general aims and ambitions, left in our control, subject only to high level review to see if we are operating within articles and regulations of new organisation. Audited accounts should be sufficient to satisfy POL and if we build a reserve so be it, there is nothing built in for inflationary increases over the 15 year term.

Specific project grants should be subject to more planning, agreement and scrutiny/review but within reason. As it reads we are responsible for overspends but have to return underspends. Should there be scope for us to make a legitimate profit. 2 types of project – development of Fed eg Subpostmaster or more in nature of payment for services eg training function. May have to be dealt with differently.

Agreed we need to set out our red lines, those things we would like changing if possible, those we are not bothered about too much, those we are prepared to accept, those we need to take legal advice on.

Need to consider if this is a commercial contract and therefore can be exempt from FOI questioning

30 July Camden

Discussion on tactics re SC. Day 1 will be pick an option day 2 will be discuss in detail and pass or reject by 2/3rds whole package. Cannot be go back and renegotiate. If rejected effectively requires dissolution. Framework will probably have to be shared with EC but not with SC (although may leak) but on day it is as is, also MOU and articles are as written although may evolve in time. We are getting closer and closer to tipping point of lack of influence, and POL getting closer to completion of NT. If CWU is rejected our biggest bargaining chip is gone!

Red Lines

Pp1 D & E Annual plan is subscription income treated differently

Pp3 Representative org, 50%

Accounting for money and held on trust, separate accounts etc.

Pp4 Purpose Annual Plan switch to aims and ambitions as in Articles

Pp4 4.1 4.2 Membership & membership services must be paid for by POL and for all, albeit individual can decline.

Rest of 4 becomes redundant if annual plan ditched.

5.1 change wording to support Spmr's but not to actively be detrimental to POL

5.6 we have never agreed an end date of 2018 (implies compulsory conversions)

5.7 do not agree principal of clawback

Cl 6, 7 & 8 all need re-writing by lawyer as we do not agree principal of annual plan and control of spend.

17 whole clause needs review. Must include reference to mediation. Must include a period of continued payment if terminated so we are not cut off without a future or time to secure one. 3 years?

#### Preferences

Free membership from a fixed date

Simplified calculations ref balance above subscription income up to that date.

Cl 9 simplify project funding application / review.

Cl 11 11.1 too detailed scrutiny of spending

General principle of overspend our fault underspend to be returned – not fair.

Cl 12 too controlling needs re-writing. Separate accounts, on trust, no transfers, no pay to EOs, no capital purchases.

Cl 13 over the top, some reporting and review acceptable for specific grants but not this.

14.1 14.2 14.3 needs removing 14.4 14.5 ok

15 needs re-writing – some elements acceptable but this is OTT. Need help of legal

Schedule 2 needs re-write

Schedule 3 Grant Cttee. Needs slimming down too much admin

Query 6 monthly change of chair.

#### For legal advice

Pp2 confidential information

6 do we need separate document for annual funding or just separate section in single document?

Cl 17.8

Cl 18

Cl 22 re licensed materials

Cl 23 confidentiality

CI 25 Data Protection implications, if things go wrong what can we use?

CI 29 insurances

CI31 Mediation process under CEDR does it arrive at a binding solution?

36.2 advice on requirement.

General Consider strategic direction for NFSP not just react to POL document. Draw up own document to go back to POL with, and have comparisons for future discussions. Get general legal advice on prospective document.

Discussion about how to start up field team from project money, what they might do, basis of employment and responsibility. Qualification and required training.

Discussion about possible expansion of Network with limited access points and possible effect on outcome of SC.